

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU" or "Agreement") is entered into as of August 21, 2025, by and between the Kentucky Division of Forestry ("KDF"), with its principal office at 300 Sower Blvd, Frankfort, Kentucky 40601, and the Lexington-Fayette Urban County Government on behalf of the Division of Fire and Emergency Medical Services ("LFD"), with its principal office at 219 East Third St, Lexington, Kentucky 40508 (collectively, the "Parties" or individually, a "Party").

WHEREAS, the Parties seek to establish a cooperative framework to enhance wildland fire training and operational capabilities within the jurisdiction of the KDF;

WHEREAS, the Parties intend to foster mutual benefits through joint training, operational experience, and the development of LFD personnel qualifications to support future in-state mutual aid opportunities;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. ****Scope of Cooperation****

1.1. LFD Wildland Fire Group personnel ("LFD Personnel") shall participate in training and operational activities on wildland fires under the direct supervision of a designated KDF employee ("KDF Supervisor"). LFD Personnel shall serve as members of a KDF Hand Crew or in other roles as determined by the KDF Supervisor in consultation with the on-scene LFD officer.

1.2. The Parties shall collaborate to enhance LFD Personnel's qualifications, aiming to achieve equivalency with KDF Hand Crew standards, thereby enabling LFD to qualify for future mutual aid opportunities.

2. ****Training and Operational Objectives****

2.1. Joint training and firefighting activities shall be designed to build a collaborative working relationship, enhance LFD Personnel's practical experience, and provide exposure to operational scenarios not attainable through standard training programs.

2.2. LFD Personnel shall operate exclusively under the direction of the KDF Supervisor during all training and operational activities due to their limited fire line experience.

3. ****Equipment and Resources****

3.1. LFD shall provide its own equipment, including but not limited to hand tools, transport vehicles, radios, and personal protective equipment (PPE), for all training and operational activities under this MOU.

4. ****Personnel Qualifications****

4.1. LFD Personnel participating in activities under this MOU shall have completed the following training courses and certifications: S-130 (Firefighter Training), S-190 (Introduction to Wildland Fire Behavior), L-180 (Human Factors in the Wildland Fire Service), RT-130 (Wildland Fire Safety Training Annual Refresher), and the pack test, in accordance with KDF qualification standards.

4.2. The Parties shall strive to ensure that LFD Personnel achieve training equivalency with KDF Hand Crew qualifications.

5. ****Administration and Scheduling****

5.1. The Parties shall designate administrators to coordinate joint training and operational activities. Such administrators shall mutually agree upon schedules to ensure effective planning and execution of activities under this MOU.

5.2. The KDF Supervisor may provide written feedback on LFD Personnel performance during training sessions to ensure alignment with KDF expectations and standards.

6. ****Liability****

6.1. Each Party hereby waives any and all claims against the other Party for compensation arising from loss, damage, personal injury, or death resulting from the performance of activities under this MOU, except as otherwise provided by law.

6.2. Each Party shall be solely responsible for any personal injury or property damage for which it is found legally liable.

6.3. Nothing in this MOU shall be construed as creating or increasing any liability, whether at law or in equity, beyond that which exists absent this MOU. This MOU does not confer any rights or remedies upon any Party or third person.

6.4. For governmental entities, nothing herein shall constitute a waiver of sovereign immunity or any other applicable immunities.

6.5. Each Party shall maintain its own workers' compensation coverage for its personnel participating in activities under this MOU.

7. ****Term and Termination****

7.1. This MOU shall become effective upon the date of the last signature hereto and shall remain in effect through December 31, 2026, unless terminated earlier by either Party.

7.2. Either Party may terminate this MOU at any time by providing written notice to the other Party if the MOU becomes unsuitable to its organizational needs.

7.3. This MOU may be amended or modified at any time by mutual written consent of the Parties.

8. ****Miscellaneous****

8.1. ****Authority.**** The individuals executing this MOU on behalf of each Party represent and warrant that they are duly authorized to bind their respective organizations to the terms herein.

8.2. ****Entire Agreement.**** This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings, whether written or oral.

8.3. ****Governing Law.**** This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles.

8.4. ****Severability.**** If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.5. ****Notices.**** All notices required under this MOU shall be in writing and delivered to the addresses listed below or to such other addresses as a Party may designate in writing.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the date first written above.

KENTUCKY DIVISION OF FORESTRY

By: _____

Name: Michael Froelich

Title: Forest Protection Branch Manager

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Lexington-Fayette Urban County Government, Linda Gorton, Mayor
